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ATTORNEYS FOR PLAINTIFF, STARVONA HARRIS,
JONATHAN STRICKLAND AND THOSE SIMILARLY SITUATED

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

STARVONA HARRIS AND JONATHAN STRICKLAND, INDIVIDUALLY AND ON BEHALF OF THOSE SIMILARLY SITUATED,) CASE NO. 4:17-cv-00446 HSG
PLAINTIFFS,) **[PROPOSED] ORDER GRANTING PLAINTIFF HARRIS'S UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT**
v.)
BEST BUY STORES, L.P., A LIMITED)
PARTNERSHIP,)
DEFENDANT.)

1 Plaintiff Harris's Unopposed Motion for Approval of PAGA Settlement was heard
 2 by the Court. No appearances were necessary by Plaintiff Starvona Harris ("Harris") and
 3 Defendant Best Buy Stores LP ("Best Buy"). After reviewing the motion and supporting
 4 papers and good cause therefor,

5 Plaintiff Harris's Unopposed Motion for Approval of PAGA Settlement is
 6 GRANTED. Specifically, the Court approves the PAGA settlement terms in the executed
 7 Settlement Agreement, which is Exhibit B to the Woodall Declaration filed in support of
 8 the motion. The \$5,000 PAGA payment shall be distributed by Simpluris, Inc. as
 9 follows: 75% to the Labor Workforce Development Agency and 25% to the 219 potential
 10 aggrieved employees identified in the Settlement Agreement, in accordance with
 11 California Labor Code § 2699 et seq. The Court also dismisses with prejudice all PAGA
 12 claims that were alleged by Plaintiff Harris in the PAGA notice (Woodall Decl., Exh. A)
 13 and in this action, including those brought in the First Federal Action (Case No. 3:15-cv-
 14 00657 HSG), the Second Federal Action (4:17-cv-00446 HSG) and California Superior
 15 Court, County of Alameda under California Labor Code §§ 558, 510, 204, 210, 225.5,
 16 558, 1194, 1197 and 1197.1, 226, 226.3, 1174, 1174.5, 1175, 1198, 201-203, 256, 2802,
 17 218.5, 218.6 and 2699. The settlement is reasonable because: (1) the Court has already
 18 determined that many PAGA claims cannot be maintained; (2) Plaintiff Harris
 19 determined after thorough discovery that other PAGA claims have no merit; (3) Best Buy
 20 raised defenses to the remaining PAGA claim for violations of California Labor Code
 21 §§ 201, 203, including the lack of willfulness; and (4) this settlement represents
 22 approximately 25% of the maximum PAGA penalties under the circumstances, which is a
 23 much higher percentage than PAGA settlements approved by many other courts.

24 IT IS SO ORDERED.

25
 26 Dated: 6/10/2019



27 U.S. DISTRICT COURT JUDGE
 28